

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My commission expires Feb 6th, 1928

(SEAL)

David Beaver, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 29, 1924 at 4:00 o'clock P. M. in Book 498, page 277

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

270817 C. J.

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 24th day of October A. D. 1924, by and between

Henry G. Hearne and Alice E. Hearne, husband and wife, of Tulsa County, State of Oklahoma, parties of the first part and Hanna Lumber Company, a corporation party of the second part.

TREASURER'S RECEIPT

I hereby certify that I received \$10.00 and have paid the same to the County Treasurer for the purpose of paying the tax on the within mortgage.

Dated this 30 day of Oct 1924

W. W. Stuckey, County Treasurer

Deputy

WITNESSETH, That the said parties of the first part, for

and in consideration of the sum of Four Hundred and Seventy-four and 10/100 DOLLARS to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and by these presents do Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The East Half of Lot Five (5) in Block Thirty-four (34) of the original townsite of the Town of Tulsa, Oklahoma according to the recorded plat thereof

with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Four Hundred and Seventy-four and 10/100 DOLLARS together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows: Of even date herewith for the sum of \$474.10 with interest from date at the rate of eight per cent per annum payable monthly; payable in monthly installments of Fifty Dollars together with interest on the unpaid balance of the principal, the first installment being due and payable on the first day of December and a like installment being due and payable on the first day of each and every month thereafter until said note shall have been fully paid. Installments of principal or interest not paid when due to draw interest at 10% per annum after their respective maturities until paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$500.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent. per annum, payable semi annually,

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PS - DM